

Fill in this information to identify the case:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS**Debtor 1 LEANNA MARIE CASTILLODebtor 2
(Spouse, if filing)Case Number: 24-40047-R

- ☐ Check if this modification is filed prior to filing of TRCC.
- ☐ Check if this modification is filed after TRCC filing but still within Benchmark Fee Period.
- ☒ Check if this modification is filed after Benchmark Fee Period.

List the sections which have been changed by this modification:

2.2, 3.2, 8

TXEB Local Form 3015-d

**MOTION TO MODIFY
CONFIRMED CHAPTER 13 PLAN**

TO THE HONORABLE JUDGE OF THIS COURT:

1. This motion to Modify Previously-Confirmed Chapter 13 Plan (the "Modification Montion") is filed by the:

☒ Debtor; (1) ☐ Chapter 13 Trustee;☐ Unsecured Claimant: _____

for the purpose of modifying certain specific provisions of that Chapter 13 Plan which had previously been confirmed for the Debtor on July 11, 2024. Except as modified herein, all provisions of the confirmed Chapter 13 Plan remain in full force and effect.

If this motion is filed by the Debtor, each Debtor:

- ☒ certifies that an amended Schedule I and Schedule J have been filed contemporaneously with this motion;
- ☐ declares, under penalty of perjury, that the information contained in Schedule I and Schedule J, as previously filed with the court, remains true and correct

28-DAY NEGATIVE NOTICE - LBR 3015(h):

Your rights may be affected by the plan modifications sought in this pleading. You should read this pleading carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you oppose the relief sought by this pleading, you must file a written objection, explaining the factual and/or legal basis for opposing the relief.

No hearing will be conducted on this Motion unless a written objection is filed with the Clerk of the United States Bankruptcy Court and served upon the party filing this pleading **WITHIN TWENTY-EIGHT (28) DAYS FROM DATE OF SERVICE** shown in the certificate of service unless the Court shortens or extends the time for filing such objection. If no objection is timely served and filed, this pleading shall be deemed to be unopposed, and the Court may enter an order confirming this plan modification. If an objection is filed and served in a timely manner, the court will thereafter set a hearing with appropriate notice. If you fail to appear at the hearing, your objection may be stricken. The Court reserves the right to set a hearing on any matter.

(1) The use of the singular term "Debtor" in this Modification Motion includes both debtors when the case has been initiated by the filing of a joint petition by spouses .

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2. This Modification Motion is required (*select all applicable*):

- ☐ to reconcile the Plan with allowed claims pursuant to the TRCC;
- ☒ to increase the amount of payments required under the Plan;
- ☐ to reduce the amount of payments required under the Plan;
- ☐ to provide for an allowed claim omitted from treatment under the Plan;
- ☐ to extend the time for making payments required under the Plan;
- ☐ to reduce the time for making payments required under the Plan;
- ☐ to surrender collateral pursuant to § 3.6;
- ☐ to cease further plan disbursements to a particular claimant;
- ☒ to cure a delinquency in the plan payments caused by
- ☐ to increase the amount of retained income tax refunds authorized under § 2.4;

Reason:

- ☒ to seek approval of an additional award of attorney's fees to the Debtor's attorney;
- ☒ Other: **Add post-petition mortgage arrearage to the Plan.**

- ☒ to add a nonstandard provision to Part 8 of the Plan [check box below];

3. **Notice to Creditors:** Regarding insertion of new Nonstandard Provision into Debtor's Plan:

Nonstandard provisions as set forth in Part 8.	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
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4. The specific modifications to the Debtor's Plan are as follows:

- ☒ § 2.2 of the Plan regarding regular plan payments (2) is **MODIFIED** in the following respects:

Beginning on the 30th day after the Petition Date (3) unless the Court orders otherwise, the Debtor will make regular payments to the Trustee in variable amounts throughout the applicable commitment period and for such additional time as may be necessary to make the payments to claimants specified in Parts 3 through 5 of this Plan (the "Plan Term"). The payment schedule shall consist of:

- ☐ **Constant Payments:** The Debtor will pay \$ per month for months.
- ☒ **Variable Payments:** The Debtor will pay make variable plan payments throughout the Plan Term. The proposed schedule for such variable payments are set forth in **Exhibit A** to this Order and are incorporated herein for all purposes.

If plan payment amounts are increasing, the Debtor certifies that, with regard to § 2.3 of the Plan,

- ☐ a Motion for an Amended Wage Withholding Order for the increased payment amount has been filed;
- ☐ an increase of the amount to be transferred to the Trustee by electronic means has been authorized.

(2) Any reference to § 2.2 of the Plan herein includes any payments designated and confirmed under ¶ 2 of the 2006 version of TXEB Local Form 3015-a.
(3) The use of the term "Petition Date" in this Plan refers to the date that the Debtor filed the voluntary petition in this case.

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3.2

- ☐ **None.** No additional Cure Claims designated for treatment under § 3.2 of the Plan. (4)
- ☐ **No Remaining Claims.** All claims previously listed as a Cure Claim in § 3.2 of the Plan have been reclassified.
- ☒ **Revised/Additional Cure Claims.** § 3.2 of the Plan regarding the treatment of Cure Claims is **MODIFIED** in the following respects: provided, however, that to the extent that any Cure Claim added hereto is composed of a post-petition mortgage arrearage, the payment of any such arrearage shall be deferred until such time as the Claimant files an amended proof of claim to quantify the amount of the post-petition arrearage and, in any event, unless the Court specifically orders otherwise, such payment shall be subordinated to the existing payment rights of junior classes under the Debtor's previously-confirmed Chapter 13 Plan:

Claimant	Collateral/Property Description	Debtor's DPO Amount	Cure Claim Amount	Plan Interest Rate	Projected Monthly Payment by Trustee	Projected Total Cure Payment by Trustee
LOANCARE LLC	POST-PETITION ARREARS	\$0.00	\$10,735.32	-	pro-rata	\$10,735.32

3.3

- ☒ **None.** No additional 910 Claims designated for treatment under § 3.3 of the Plan. (5)
- ☐ **No Remaining Claims.** All claims previously listed as a 910 Claim in § 3.3 of the Plan have been reclassified.
- ☐ **Revised/Additional 910 Claims.** § 3.3 of the Plan regarding the treatment of 910 Claims is **MODIFIED** in the following respects:

Claimant	Collateral/Property Description	910 Claim Amount	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
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3.4

- ☒ **None.** No additional 506 Claims designated for treatment under § 3.4 of the Plan. (6)
- ☐ **No Remaining Claims.** All claims previously listed as a 910 Claim in § 3.4 of the Plan have been reclassified.
- ☐ **Revised/Additional 506 Claims.** § 3.4 of the Plan regarding the treatment of 506 Claims is **MODIFIED** in the following respects:

Claimant	Collateral/Property Description	506 Claim Amount	Collateral Value	Plan Interest Rate	Equal Monthly Payment by Trustee	Projected Total Payment by Trustee
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(4) Any reference to § 3.2 of the Plan herein includes any payments designated and confirmed under ¶ 6(B) or ¶ 8 of the 2006 version of TXEB Local Form 3015-a.
(5) Any reference to § 3.3 of the Plan herein includes any payments designated and confirmed under ¶ 6(A)(ii)(a) of the 2006 version of TXEB Local Form 3015-a.
(6) Any reference to § 3.4 of the Plan herein includes any payments designated and confirmed under ¶ 6(A)(ii)(b) of the 2006 version of TXEB Local Form 3015-a.

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3.5

- ☒ **None.** No additional Direct Claims designated for treatment under § 3.5 of the Plan. (7)
☐ § 3.5 of the Plan regarding the treatment of Direct Claims is **MODIFIED** in the following respects:

Claimant	Collateral Description	Total Claim Amount on Petition Date	Collateral Value on Petition Date	Contract Interest Rate	Monthly Payment per Contract	Date of Final Monthly Payment
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3.6

- ☒ **None.** No additional designations for surrender of collateral under § 3.6 of the Plan. (8)
☐ **Additional Surrender of Collateral.** § 3.6 of the Plan regarding the designation of property to be surrendered is **MODIFIED**.

The Debtor surrenders to each additional claimant listed below the property that secures that creditor's claim and requests that, upon the granting of this Modification Motion, the automatic stay under § 362(a) be terminated as to the referenced collateral only and any co-debtor stay under § 1301 be terminated in all respects. Pending the consideration of this Modification Motion, the Trustee shall immediately cease any plan distribution to the additional claimant on account of the allowed secured claim for which the surrendered collateral stands as security. The affected claimant shall have **ninety (90) days after the entry of the order granting this Modification Motion** to file an amended proof of claim regarding recovery of any deficiency balance from the Estate resulting from the disposition of the collateral. Any such allowed general unsecured claim will thereafter be treated under § 5.2 of the confirmed plan.

Claimant	Collateral Description	Collateral Location
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4.4

- ☒ **None.** No additional DSO Claims designated for treatment under § 4.4 of the Plan. (9)
☐ **No Remaining Claims.** All claims previously listed as a DSO Claim in § 4.4 of the Plan have been reclassified.
☐ **Revised/Additional DSO Claims.** § 4.4 of the Plan regarding the treatment of DSO Claims is **MODIFIED** in the following respects:

DSO Claimant	Projected DSO Claim Amount	Projected Monthly Payment by Trustee
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(7) Any reference to § 3.5 of the Plan herein includes any payments designated and confirmed under ¶ 12(B) of the 2006 version of TXEB Local Form 3015-a.
(8) Any reference to § 3.6 of the Plan herein includes any designations for surrender of collateral under ¶ 6(C) of the 2006 version of TXEB Local Form 3015-a.
(9) Any reference to § 4.4 of the Plan herein includes any payments designated and confirmed under ¶ 5(A) of the 2006 version of TXEB Local Form 3015-a.

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4.6

- ☒ **None.** No additional Tax/Other Priority Claims designated for treatment under § 4.6 of the Plan. (10)
☐ **No Remaining Claims.** All claims previously listed as a Tax/Other Priority Claim in § 4.6 of the Plan have been reclassified.
☐ **Revised/Additional Tax/Priority Claims.** § 4.6 of the Plan regarding the treatment of Tax/Other Priority Claims is **MODIFIED** in the following respects:

Priority Claimant	Projected Claim Amount	Projected Monthly Payment by Trustee
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- ☒ **Part 8** of the plan is MODIFIED with the inclusion of the following Special Provision:

Under Bankruptcy Rule 3015(c), nonstandard provisions **must** be set forth below. A nonstandard provision is a provision not otherwise included in the Official TXEB Form or any deviation from it. *Any nonstandard provision set out elsewhere in this Modification Motion is void. Even if set forth below, any nonstandard provision is void unless the "Included" box is checked in ¶ 3 of this Modification Motion.*

Debtors added post-petition arrears to this plan by modification. Trustee objected to feasibility, for among other reasons the inability to make payments will likely result in a sale or refinancing of the homestead. To resolve the feasibility objection, the Debtors agree if they seek to sell their homestead: (a) they will move to approve any sale or refinancing; (b) the title company shall be deemed to have received and distributed on the Trustee's behalf all amounts paid on claims that are to be paid through this plan modification, remain unpaid, and are paid at closing; (c) the Trustee shall receive a fee on all the amounts received and distributed on her behalf; and (d) the title company at closing will distribute to the Trustee her fee based on the then prevailing Trustee fee percentage.

Debtor(s) may not assume any post-petition debt, except upon written approval of the Trustee as follows:

For purchase of a car: Limit of \$20,000 financed with monthly payments not to exceed \$500.00

For purchase of home: limit of \$250,000 financed with total monthly payment including taxes and insurance not to exceed \$2,500.00.

Debtor(s) must be current on plan payments and provide an amended budget that includes the proposed payments and updated income information.

The Trustee cannot approve any request that exceeds the current budget expenditure for the particular debt or expense.

Debtor(s) must file a motion to incur debt if that request does not fall within the guidelines as stated above.

(10) Any reference to § 4.6 of the Plan herein includes any payments designated and confirmed under ¶ 5(B) of the 2006 version of TXEB Local Form 3015-a.

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5. Request for Additional Attorney's Fees (Expiration of Benchmark Fee Period Only):

In light of the fact that the Benchmark Fee Period under LBR 2016(h) expired prior to the filing of this motion, the Debtor's attorney, DURAND & ASSOCIATES, PC requests an additional award of \$ 650.00 to be paid direct for legal services rendered and for reimbursement of expenses incurred with regard to the preparation and filing of this Modification Motion and other documents pertaining thereto. This award would be in addition to any other fees previously awarded or paid in this case and shall be paid in a manner consistent with § 9.2 of the confirmed Plan.

WHEREFORE, the Movant, as identified in ¶ 1 herein, respectfully prays that the foregoing Modification Motion be granted, that the Debtor's Plan be modified in the manner set forth herein, that, if applicable, any request for additional attorney's fees as set forth in ¶ 5 be granted, and that such other and further relief be granted in this regard as may be appropriate under the circumstances.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Daniel C. Durand", is written over a horizontal line.

ATTORNEY FOR THE DEBTOR(S)

Debtor 1 LEANNA MARIE CASTILLO
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Exhibit A			
Begin Date:	Term:	End Date:	Amount:
February 3, 2024	3 MONTHS	May 2, 2024	\$325.00
May 3, 2024	13 MONTHS	June 2, 2025	\$837.00
June 3, 2025	12 MONTHS	June 2, 2026	\$1,150.00
June 3, 2026	13 MONTHS	July 2, 2027	\$1,223.38
July 3, 2027	19 MONTHS	February 2, 2029	\$1,595.20
Base Amount:			\$71,868.74

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CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing Motion to Modify Confirmed Chapter 13 Plan has been served upon the following parties in interest on the date set forth below by either electronic service or mailing a copy of same to them via first class mail.

and to the parties on the attached mailing matrix.

Dated: 06/19/2025


Attorney for the Debtor(s)

Daniel C. Durand III
DURAND & ASSOCIATES, P.C.
522 Edmonds, Suite 101
Lewisville, Texas 75067
(972) 221-5655
durand@durandlaw.com
Attorney for Debtors

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

IN RE:	§	
	§	CASE NO. 24-40047
LEANNA MARIE CASTILLO,	§	
	§	CHAPTER 13
DEBTOR.	§	

CERTIFICATE OF SERVICE

This is to certify that a copy of the Motion to Modify Confirmed Chapter 13 Plan was served upon all creditors listed on the attached mailing matrix and Carey D. Ebert, Chapter 13 Standing Trustee, PO Box 941166, Plano, Texas, 75094-1166, and U.S. Trustee, 110 N. College Ave., Suite 300, Tyler, Texas, 75702 in accordance with applicable rules of procedure on this 19th day of June, 2025.

Respectfully submitted,



DANIEL C. DURAND III
Attorney for Debtor
DURAND & ASSOCIATES, P.C.
522 Edmonds, Suite 101
Lewisville, Texas 75067
(972) 221-5655
(972) 221-9569 Fax
State Bar Card No. 06287570
durand@durandlaw.com

Label Matrix for local noticing
0540-4
Case 24-40047
Eastern District of Texas
Sherman
Thu Jun 19 13:42:54 CDT 2025

Capital One
PO Box 60511
City of Industry, CA 91716-0511

Capital One Auto Finance, a division of Capi
4515 N Santa Fe Ave. Dept. APS
Oklahoma City, OK 73118-7901

Central Portfolio Control
10249 Yellow Circle Drive
Suite 200
Minnetonka, MN 55343-9111

Discover
PO Box 71242
Charlotte, NC 28272-1242

Daniel C Durand III
Durand & Associates, P.C.
522 Edmonds, Ste. 101
Lewisville, TX 75067-3622

Lisa L. Evans
Linebarger Goggan Blair & Sampson, LLP
3500 Maple Avenue
Suite 800
Dallas, TX 75219-3959

Jefferson Capital
Dept #6419
PO Box 11407
Birmingham, AL 35246-3035

LAKEVIEW LOAN SERVICING, LLC
LoanCare, LLC
3637 Sentara Way
Virginia Beach, VA 23452-4262

Lewisville ISD
Linebarger Goggan Blair & Sampson, LLP
C/O Lisa Large Evans
2777 North Stemmons Frwy
Suite 1000
Dallas, Tx 75207-2328

American Education Services
PO Box 65093
Baltimore, MD 21264-5093

Capital One
PO Box 60519
City of Industry, CA 91716-0519

Capital One, N.A.
4515 N Santa Fe Ave
Oklahoma City, OK 73118-7901

Chase Credit Card
PO Box 6294
Carol Stream, IL 60197-6294

Discover Bank
Discover Products Inc
PO Box 3025
New Albany, OH 43054-3025

ED Financial
PO Box 36008
Knoxville, TN 37930-6008

Indigo Credit Card
PO Box 23039
Columbus, GA 31902-3039

(p)JEFFERSON CAPITAL SYSTEMS LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

LVNV Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

LoanCare
PO Box 8068
Virginia Beach, VA 23450-8068

Blalock & Williams
Agents for Nebraska Furniture Mart
4851 Lyndon B. Johnson Freeway
Dallas, TX 75244-6004

Capital One Auto Finance, a division of Capi
P.O. Box 4360
Houston, TX 77210-4360

Leanna Marie Castillo
5225 Prairie Creek Drive
Flower Mound, TX 75028-2537

Crown Asset Management
Agents for Comenity Bank/Wayfair
3100 Breckinridge Blvd.
Suite 725
Duluth, GA 30096-7605

George Dunn
Robertson, Anschutz, Schneid, Crane & Pa
5601 Executive Drive
Suite 400
Irving, TX 75038-2806

Carey D. Ebert
P. O. Box 941166
Plano, TX 75094-1166

JPMorgan Chase Bank, N.A.
s/b/m/t Chase Bank USA, N.A.
c/o National Bankruptcy Services, LLC
P.O. Box 9013
Addison, Texas 75001-9013

LAKEVIEW LOAN SERVICING, LLC
Robertson, Anschutz, Schneid, Crane & Pa
13010 Morris Road., Suite 450
Alpharetta, GA 30004-2001

Lewisville ISD
Linebarger Goggan Blair & Sampson, LLP
C/O Lisa Large Evans
3500 Maple Avenue, Suite 800
Dallas, TX 75219-3959

Julie Anne Parsons
McCreary Veselka Bragg & Allen PC
PO Box 1269
Round Rock, TX 78680-1269

Paypal Credit Card
PO Box 71718
Philadelphia, PA 19176-1718

Personify Financial
PO Box 208417
Dallas, TX 75320-8417

Principal
3701 Arco Corporate Dr
Charlotte, NC 28273-0402

Quantum3 Group LLC as agent for
AXIOM ACQUISITION VENTURES LLC
PO Box 788
Kirkland, WA 98083-0788

Quantum3 Group LLC as agent for
Catholic Health Initiatives
PO Box 788
Kirkland, WA 98083-0788

RAS Law Offices
561 Executive Dr
Ste 400
Irving, TX 75038

Resurgent Capital Services
PO Box 10497
Greenville, SC 29603-0497

S & S Recovery
2814 Stage Center Drive
Memphis, TN 38134-4677

Christopher Salamone
Robertson, Anschutz, Schneid, Crane & Pa
6409 Congress Avenue
Ste #100
Boca Raton, FL 33487-2853

Anthony Ismael Santini
Robertson, Anschutz, Schneid, Crane, & P
5601 Executive Dr
Ste 400
Irving, TX 75038-2806

Texas Guaranteed Student Loan Corp DBA
DBA Trellis Company
PO BOX 83100
Round Rock, TX 78683-3100

The County of Denton, Texas
McCreary Veselka Bragg & Allen, P.C.
c/o Julie Anne Parsons
P.O. Box 1269
Round Rock, TX 78680-1269

U.S. Attorney General
Department of Justice
Main Justice Building
10th & Constitution Ave., NW
Washington, DC 20530-0001

(p)HUD OGC REGION VI
307 W SEVENTH ST SUITE 1000
FT WORTH TX 76102-5108

US Department of Education
120 N Seven Oaks Drive
Knoxville, TN 37922-2359

US Trustee
Office of the U.S. Trustee
110 N. College Ave.
Suite 300
Tyler, TX 75702-7231

University of North Texas
Student Accounting
1155 Union Circle
#310620
Denton, TX 76203-5017

Velocity Investments, LLC
Agents for Upgrade Inc.
PO Box 788
Belmar, NJ 07719-0788

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Jefferson Capital Systems LLC
Po Box 7999
Saint Cloud MN 56302-9617

U.S. Department of Housing and Urban Develop
307 W. 7th St., Suite 1000
Fort Worth, TX 76102

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Carey D. Ebert
P. O. Box 941166
Plano, TX 75094-1166

(d)Jefferson Capital
Dept #6419 PO Box 11407
Birmingham, AL 35246-0001

(d)Lakeview Loan Servicing, LLC
Robertson, Anschutz, Schneid, Crane & Pa
13010 Morris Rd., Suite 450
Alpharetta, GA 30004-2001

(d)Resurgent Capital Services
po box 10497
Greenville, SC 29603-0497

Document Page 12 of 12
End of Label Matrix
Mailable recipients 47
Bypassed recipients 4
Total 51